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11 CATALYST CREATIVE, LLC

12
13 **UNITED STATES DISTRICT COURT**
14
CENTRAL DISTRICT OF CALIFORNIA

15 CROWN TEXTILE, a foreign entity,

16 Plaintiff,

17 vs.

18 CATALYST CREATIVE, LLC, a California
19 limited liability company; and DOES 1 to 25,
20 inclusive,

21 Defendants.

22
23 CATALYST CREATIVE, LLC, a California
24 limited liability company,

25 Counterclaimant,

26 vs.

27 CROWN TEXTILE, a foreign entity,

28 Counter-Defendant.

29 Case No. 8:22-cv-01481 CJC-DFM
30 Assigned to the Honorable Cormac J. Carney

31
STIPULATED PROTECTIVE ORDER

1 **1. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential, proprietary, or
 3 private information for which special protection from public disclosure and from use for any
 4 purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby
 5 stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties
 6 acknowledge that this Order does not confer blanket protections on all disclosures or responses to
 7 discovery and that the protection it affords from public disclosure and use extends only to the
 8 limited information or items that are entitled to confidential treatment under the applicable legal
 9 principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
 10 Protective Order does not entitle them to file confidential information under seal; Civil Local Rule
 11 79-5 sets forth the procedures that must be followed and the standards that will be applied when a
 12 party seeks permission from the court to file material under seal.

13 **2. GOOD CAUSE STATEMENT**

14 This action is likely to involve customer and pricing lists, valuable research, development,
 15 commercial, financial, technical and/or proprietary information for which special protection from
 16 public disclosure and from use for any purpose other than prosecution of this action is warranted.
 17 Such confidential and proprietary materials and information consist of, among other things,
 18 confidential business or financial information, information regarding confidential business
 19 practices, or other confidential research, development, or commercial information (including
 20 information implicating privacy rights of third parties), information otherwise generally
 21 unavailable to the public, or which may be privileged or otherwise protected from disclosure under
 22 state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the
 23 flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery
 24 materials, to adequately protect information the parties are entitled to keep confidential, to ensure
 25 that the parties are permitted reasonable necessary uses of such material in preparation for and in
 26 the conduct of trial, to address their handling at the end of the litigation, and serve the ends of
 27 justice, a protective order for such information is justified in this matter. It is the intent of the parties
 28 that information will not be designated as confidential for tactical reasons and that nothing be so

1 designated without a good faith belief that it has been maintained in a confidential, non-public
 2 manner, and there is good cause why it should not be part of the public record of this case.

3 **DEFINITIONS**

4 3.1 Action: this pending federal law suit.

5 3.2 Challenging Party: a Party or Non-Party that challenges the designation of
 6 information or items under this Order.

7 3.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is
 8 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
 9 of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

10 3.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
 11 Items: information or tangible things that qualify for protection under Federal Rule of Civil
 12 Procedure 26(c), and as specified in the Good Cause Statement, and also the disclosure of which to
 13 another party or non-party may harm the party producing the information. Examples of information
 14 that could be considered HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY include sales
 15 volumes, sales units, cost and profit information, marketing strategies and expenditures,
 16 competitive business plans, and the identity of customers.

17 3.5 Counsel: Outside Counsel of Record and House Counsel (as well as their support
 18 staff).

19 3.6 Designating Party: a Party or Non-Party that designates information or items that it
 20 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
 21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

22 3.7 Disclosure or Discovery Material: all items or information, regardless of the
 23 medium or manner in which it is generated, stored, or maintained (including, among other things,
 24 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
 25 responses to discovery in this matter.

26 3.8 Expert: a person with specialized knowledge or experience in a matter pertinent to
 27 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
 28 consultant in this Action.

1 3.9 House Counsel: attorneys who are employees of a party to this Action. House
 2 Counsel does not include Outside Counsel of Record or any other outside counsel.

3 3.10 Non-Party: any natural person, partnership, corporation, association, or other legal
 4 entity not named as a Party to this action.

5 3.11 Outside Counsel of Record: attorneys who are not employees of a party to this
 6 Action but are retained to represent or advise a party to this Action and have appeared in this Action
 7 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party,
 8 and includes support staff.

9 3.12 Party: any party to this Action, including all of its officers, directors, employees,
 10 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

11 3.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
 12 Material in this Action.

13 3.14 Professional Vendors: persons or entities that provide litigation support services
 14 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
 15 storing, or retrieving data in any form or medium) and their employees and subcontractors.

16 3.15 Protected Material: any Disclosure or Discovery Material that is designated as
 17 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

18 3.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a
 19 Producing Party.

20 **4. SCOPE**

21 The protections conferred by this Stipulation and Order cover not only Protected Material
 22 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
 23 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
 24 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

25 Any use of Protected Material at trial shall be governed by the orders of the trial judge. This
 26 Order does not govern the use of Protected Material at trial.

27

28

1 **5. DURATION**

2 Even after final disposition of this litigation, the confidentiality obligations imposed by this
 3 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
 4 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
 5 defenses in this Action, with or without prejudice; and (2) final judgment herein after the
 6 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
 7 including the time limits for filing any motions or applications for extension of time pursuant to
 8 applicable law.

9 **6. DESIGNATING PROTECTED MATERIAL**

10 6.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
 11 or Non-Party that designates information or items for protection under this Order must take care to
 12 limit any such designation to specific material that qualifies under the appropriate standards. The
 13 Designating Party must designate for protection only those parts of material, documents, items, or
 14 oral or written communications that qualify so that other portions of the material, documents, items,
 15 or communications for which protection is not warranted are not swept unjustifiably within the
 16 ambit of this Order.

17 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
 18 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
 19 encumber the case development process or to impose unnecessary expenses and burdens on other
 20 parties) may expose the Designating Party to sanctions.

21 If it comes to a Designating Party's attention that information or items that it designated for
 22 protection do not qualify for protection, that Designating Party must promptly notify all other
 23 Parties that it is withdrawing the inapplicable designation.

24 6.2 Manner and Timing of Designations. Except as otherwise provided in this Order
 25 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
 26 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
 27 designated before the material is disclosed or produced.

28

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic documents,
 3 but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
 4 Party affix at a minimum, the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
 5 ATTORNEYS’ EYES ONLY” (hereinafter “CONFIDENTIALITY legend”), to each page that
 6 contains protected material. If only a portion or portions of the material on a page qualifies for
 7 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making
 8 appropriate markings in the margins).

9 A Party or Non-Party that makes original documents available for inspection need not
 10 designate them for protection until after the inspecting Party has indicated which documents it
 11 would like copied and produced. During the inspection and before the designation, all of the
 12 material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting
 13 Party has identified the documents it wants copied and produced, the Producing Party must
 14 determine which documents, or portions thereof, qualify for protection under this Order. Then,
 15 before producing the specified documents, the Producing Party must affix the appropriate
 16 confidentiality designation to each page that contains Protected Material. If only a portion or
 17 portions of the material on a page qualifies for protection, the Producing Party also must clearly
 18 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

19 (b) for a deposition testimony, the Designating Party shall designate the
 20 transcript as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 21 ONLY” by requesting such treatment thereof either on the record at the time of the deposition with
 22 reference to the specific testimony being designated or by written notice to all counsel of record
 23 within twenty-one (21) days after the date of the deposition. Such written notice shall specifically
 24 identify by page and line number all portions of the transcript that should be treated as
 25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in
 26 accordance with this Order. All counsel receiving such notice shall be responsible for marking the
 27 copies of the designated transcript or portion thereof in their possession or control as provided for
 28 in the written notice. The parties shall not disseminate a deposition transcript or the contents thereof

beyond the persons designated in Section 7.3 below for a period of twenty-one (21) days after the date of the deposition, except that portions of the transcript may be filed under seal with the Court in connection with these proceedings.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the appropriate confidentiality designation. If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

9 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
10 designate qualified information or items does not, standing alone, waive the Designating Party's
11 right to secure protection under this Order for such material. Upon timely correction of a
12 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
13 in accordance with the provisions of this Order.

14 | P a g e | 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 7.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
16 confidentiality at any time that is consistent with the Court's Scheduling Order.

17 7.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
18 under Local Rule 37.1 *et seq.*

19 7.3 The burden of persuasion in any such challenge proceeding shall be on the
20 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass
21 or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party
22 to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation,
23 all parties shall continue to afford the material in question the level of protection to which it is
24 entitled under the Producing Party's designation until the Court rules on the challenge.

25 | P a g e **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

26 8.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
27 produced by another Party or by a Non-Party in connection with this Action only for prosecuting,
28 defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the

1 categories of persons and under the conditions described in this Order. When the Action has been
 2 terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
 3 DISPOSITION).

4 Protected Material must be stored and maintained by a Receiving Party at a location and in
 5 a secure manner that ensures that access is limited to the persons authorized under this Order.

6 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
 7 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
 8 information or item designated “CONFIDENTIAL” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
 10 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
 11 information for this Action;

12 (b) the officers, directors, and employees (including House Counsel) of the
 13 Receiving Party to whom disclosure is reasonably necessary for this Action;

14 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
 15 is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement
 16 to Be Bound” (Exhibit A);

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

19 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
 20 to whom disclosure is reasonably necessary for this Action and who have signed the
 21 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (g) the author or recipient of a document containing the information or a
 23 custodian or other person who otherwise possessed or knew the information;

24 (h) during their depositions, witnesses ,and attorneys for witnesses, in the Action
 25 to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the
 26 witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any
 27 confidential information unless they sign the “Acknowledgment and Agreement to Be Bound”
 28 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of

transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to the persons identified in Sections 8.2(a) and 8.2(c)-(i) of this Order.

**9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection

1 in that court of its confidential material and nothing in these provisions should be construed as
 2 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from
 3 another court.

4 **10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**
 5 **THIS LITIGATION**

6 (a) The terms of this Order are applicable to information produced by a Non-
 7 Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
 8 ATTORNEYS' EYES ONLY". Such information produced by Non-Parties in connection with this
 9 litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions
 10 should be construed as prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to produce
 12 a Non-Party's confidential information in its possession, and the Party is subject to an agreement
 13 with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

14 (i) promptly notify in writing the Requesting Party and the Non-Party
 15 that some or all of the information requested is subject to a confidentiality agreement with a Non-
 16 Party;

17 (ii) promptly provide the Non-Party with a copy of the Stipulated
 18 Protective Order in this Action, the relevant discovery request(s), and a reasonably specific
 19 description of the information requested; and

20 (iii) make the information requested available for inspection by the Non-
 21 Party, if requested.

22 (c) If the Non-Party fails to seek a protective order from this court within 14
 23 days of receiving the notice and accompanying information, the Receiving Party may produce the
 24 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely
 25 seeks a protective order, the Receiving Party shall not produce any information in its possession or
 26 control that is subject to the confidentiality agreement with the Non-Party before a determination
 27 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense
 28 of seeking protection in this court of its Protected Material.

1 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
 3 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
 4 the Receiving Party must immediately (a) notify in writing the Designating Party of the
 5 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected
 6 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the
 7 terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and
 8 Agreement to Be Bound” that is attached hereto as Exhibit A.

9 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 10 **PROTECTED MATERIAL**

11 When a Producing Party gives notice to Receiving Parties that certain inadvertently
 12 produced material is subject to a claim of privilege or other protection, the obligations of the
 13 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B. This provision
 14 is not intended to modify whatever procedure may be established in an e-discovery order that
 15 provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d)
 16 and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or
 17 information covered by the attorney-client privilege or work product protection.

18 **13. MISCELLANEOUS**

19 13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
 20 seek its modification by the Court in the future.

21 13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
 22 no Party waives any right it otherwise would have to object to disclosing or producing any
 23 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
 24 Party waives any right to object on any ground to use in evidence of any of the material covered by
 25 this Protective Order.

26 13.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material
 27 must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant
 28 to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request

1 to file Protected Material under seal is denied by the court, then the Receiving Party may file the
 2 information in the public record unless otherwise instructed by the court.

3 **14. FINAL DISPOSITION**

4 After the final disposition of this Action, as defined in paragraph 4, within 60 days of a
 5 written request by the Designating Party, each Receiving Party must return all Protected Material
 6 to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material"
 7 includes all copies, abstracts, compilations, summaries, and any other format reproducing or
 8 capturing any of the Protected Material. Whether the Protected Material is returned or destroyed,
 9 the Receiving Party must submit a written certification to the Producing Party (and, if not the same
 10 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,
 11 where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the
 12 Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format
 13 reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel
 14 are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
 15 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
 16 work product, and consultant and expert work product, even if such materials contain Protected
 17 Material. Any such archival copies that contain or constitute Protected Material remain subject to
 18 this Protective Order as set forth in Section 4 (DURATION).

19 **15. VIOLATIONS OF ORDER**

20 Any violation of this Order may be punished by any and all appropriate measures including,
 21 without limitation, contempt proceedings and/or monetary sanctions

22
 23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24
 25 DATED: March 27, 2023



Hon. Douglas F. McCormick
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of *Crown Textiles v. Catalyst Creative, LLC*, Case No. 8:22-cv-01481 CJC (DFMx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

19 | Date: _____

20 City and State where sworn and signed:

22 Printed name:

24 || Signature: